

1 COUGHLIN STOIA GELLER
2 RUDMAN & ROBBINS LLP
3 TRAVIS E. DOWNS III (148274)
4 JAMES I. JACONETTE (179565)
5 JEFFREY D. LIGHT (159515)
6 BENNY C. GOODMAN III (211302)
7 MARY LYNNE CALKINS (212171)
8 655 West Broadway, Suite 1900
9 San Diego, CA 92101
10 Telephone: 619/231-1058
11 619/231-7423 (fax)
12 travisd@csgrr.com
13 jamesj@csgrr.com
jeffl@csgrr.com
bgoodman@csgrr.com
mcalkins@csgrr.com
9 – and –
10 SHAWN A. WILLIAMS (213113)
11 AELISH M. BAIG (201279)
12 100 Pine Street, Suite 2600
13 San Francisco, CA 94111
Telephone: 415/288-4545
415/288-4534 (fax)
swilliams@csgrr.com
abaig@csgrr.com

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14 || Lead Counsel for Plaintiffs

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

1 This matter came before the Court for hearing pursuant to the Order of this
2 Court, dated October 6, 2008 (“Order”), on the application of the parties for approval
3 of the proposed settlement (“Settlement”) set forth in the Stipulation of Settlement,
4 dated September 3, 2008 (the “Stipulation”);

5 The Court has reviewed and considered all documents, evidence, objections (if
6 any) and arguments presented in support of or against the Settlement; the Court being
7 fully advised of the premises and good cause appearing therefore, the Court enters this
8 Final Judgment and Order of Dismissal With Prejudice.

9 IT IS ORDERED, ADJUDGED AND DECREED that:

10 1. This Judgment incorporates by reference the definitions in the
11 Stipulation, and all capitalized terms used herein shall have the same meanings as set
12 forth in the Stipulation.

13 2. This Court has jurisdiction over the subject matter of the Federal
14 Derivative Action, including all matters necessary to effectuate the Settlement, and
15 over all Settling Parties.

16 3. The Court finds that the Notice of Proposed Derivative Settlement and
17 the Summary Notice of Settlement (together, the “Notices”) provided to Semtech
18 stockholders constituted the best notice practicable under the circumstances. The
19 Notices fully satisfied the requirements of Federal Rule of Civil Procedure 23.1 and
20 the requirements of due process.

21 4. The Federal Derivative Action and all claims contained therein, as well
22 as all of the Released Claims, are dismissed with prejudice. The Settling Parties are to
23 bear their own costs, except as otherwise provided in the Stipulation.

24 5. The Court finds that the terms of the Stipulation and Settlement are fair,
25 reasonable and adequate as to each of the Settling Parties, and hereby finally approves
26 the Stipulation and Settlement in all respects, and orders the Settling Parties to
27 perform its terms to the extent the Settling Parties have not already done so.

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1 6. Upon the Effective Date, as defined in the Stipulation, and subject to the
2 terms of the Separate Poe and Franz Release Agreement (Exhibit A to the Stipulation),
3 the Company, on behalf of itself and its shareholders and its successors and assigns,
4 shall be deemed to have each fully, finally and forever released, relinquished and
5 discharged, and shall forever be enjoined from prosecution of, each of the other
6 Released Persons for the Released Claims; provided, however, that nothing set forth
7 herein shall constitute a release by Semtech of any current or former director or officer
8 from the responsibility or requirement, if any, to repay any advance of defense costs
9 (including, but not limited to, attorney fees) or other payments made by Semtech to
10 defend against any Proceeding, other than the Derivative Actions. Semtech expressly
11 reserves the right to seek such repayment in Proceedings other than the Derivative
12 Actions if such repayment is required or permitted under Semtech's articles of
13 incorporation, by-laws, Delaware law, or any indemnification agreement, insurance
14 policy, or similar agreement between Semtech, its insurers, and/or any such Individual
15 Defendant or Released Person or other current or former officer or director. Nothing
16 set forth herein shall constitute a release by Semtech of rights to contribution or
17 equitable indemnity in connection with the federal securities class actions currently
18 pending in the Court styled as *In re Semtech Corporation Securities Litigation*, Case
19 No. 2:07-cv-07114-CAS-(FMOx) and any related, subsequently filed Proceeding. At
20 the same time, nothing set forth herein constitutes a waiver by the Individual
21 Defendants or Released Person of any right to advancement or indemnity required or
22 permitted under Semtech's articles of incorporation, by-laws, Delaware law, or any
23 indemnification agreement, insurance policy, or similar agreement between Semtech,
24 its insurers, and/or any such Individual Defendant or Released Person or other current
25 or former officer or director. Nothing herein shall in any way impair or restrict the
26 rights of any Settling Party to enforce the terms of the Stipulation.

27 7. Upon the Effective Date, as defined in the Stipulation, Plaintiffs, on
28 behalf of themselves, their heirs, executors, administrators, successors and assigns,

1 and Semtech's stockholders or any persons they represent, shall be deemed to have
2 fully, finally and forever released, relinquished, and discharged, and shall forever be
3 enjoined from prosecution of each of the Released Persons for the Released Claims
4 (including Unknown Claims).

5 8. Upon the Effective Date, as defined in the Stipulation, each of the
6 Individual Defendants shall be deemed to have, and by operation of this Judgment
7 shall have, fully, finally, and forever released, relinquished and discharged each and
8 all of the Plaintiffs, Plaintiffs' Counsel, Semtech, and all of the Semtech stockholders
9 (solely in their capacity as Semtech stockholders) from all claims (including Unknown
10 Claims), arising out of, relating to, or in connection with the institution, prosecution,
11 assertion, settlement or resolution of the Derivative Actions or the Released Claims.
12 Nothing herein shall in any way impair or restrict the rights of any Settling Party to
13 enforce the terms of the Stipulation.

14 9. Upon the Effective Date, as defined in the Stipulation, each of the
15 Individual Defendants will be forever barred and enjoined from commencing,
16 instituting or prosecuting any or all claims (including Unknown Claims) against each
17 and all of the Plaintiffs, Plaintiffs' Counsel, Semtech, and all of the Semtech
18 stockholders (solely in their capacity as Semtech stockholders) arising out of, relating
19 to, or in connection with the institution, prosecution, assertion, settlement or
20 resolution of the Derivative Actions or the Released Claims. Nothing herein shall in
21 any way impair or restrict the rights of any Settling Party to enforce the terms of the
22 Stipulation.

23 10. The Court hereby approves the Fee and Expense Award in accordance
24 with the Stipulation and finds that such fee is fair and reasonable.

25 11. Neither the Stipulation (including any exhibits attached thereto) nor the
26 Settlement, nor any act performed or document executed pursuant to or in furtherance
27 of the Stipulation or the Settlement: (a) is or may be deemed to be or may be offered,
28 attempted to be offered or used in any way by the Settling Parties as a presumption, a

1 concession or an admission of, or evidence of, any fault, wrongdoing or liability of the
2 Settling Parties or Released Persons or of the validity of any Released Claims; or (b)
3 is intended by the Settling Parties to be offered or received as evidence or used by any
4 other person in any other action or proceeding, whether civil, criminal or
5 administrative. Released Persons may file the Stipulation and/or this Judgment in any
6 action that may be brought against them in order to support a defense or counterclaim
7 based on principles of *res judicata*, collateral estoppel, full faith and credit, release,
8 good faith settlement, judgment bar or reduction, or any other theory of claim
9 preclusion or issue preclusion or similar defense or counterclaim.

10 12. During the course of the litigation, the parties and their respective
11 counsel at all times complied with the requirements of Federal Rule of Civil
12 Procedure 11 and all other similar laws, including California Code of Civil Procedure
13 §128.7.

13. Without affecting the finality of this Judgment in any way, this Court
hereby retains jurisdiction with respect to implementation and enforcement of the
terms of the Stipulation.

17 14. In the event that the Settlement does not become effective in accordance
18 with the terms of the Stipulation, this Final Judgment and Order shall be vacated, and
19 all orders entered and releases delivered in connection with the Stipulation and this
20 Judgment shall be null and void, except as otherwise provided for in the Stipulation.

15. This Judgment is a final, appealable judgment and should be entered
forthwith by the Clerk in accordance with Rule 58, Federal Rules of Civil Procedure.

23 || IT IS SO ORDERED.

Christine A. Snyder

25 || DATED: January 12, 2009

THE HONORABLE CHRISTINA A. SNYDER
UNITED STATES DISTRICT JUDGE

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